

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

GURSEWAK SINGH, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ROYAL TRUCK & TRAILER REPAIR, a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2405458
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Timely Pay Final Wages;
- (7) Failure to Provide Accurate Itemized Wage Statements;
- (8) Unfair and Unlawful Competition;

PAGA CLAIMS

- (9) Willful Misclassification;
- (10) Failure to Pay Minimum Wages;
- (11) Failure to Pay Overtime Wages;
- (12) Failure to Provide Meal Periods;
- (13) Failure to Provide Rest Breaks;
- (14) Failure to Reimburse Bus. Expenses;
- (15) Failure to Timely Pay Wages;
- (16) Failure to Timely Pay Final Wages;
- (17) Failure to Provide Accurate Itemized Wage Statements;

JURY TRIAL DEMANDED

1 Plaintiff Gursewak Singh (“Plaintiff”) on behalf of himself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his former employer(s), Royal Truck & Trailer
5 Repair and DOES 1 through 20, inclusive, (collectively, “Defendants”) on behalf of himself and
6 all other similarly situated mechanics who performed services for Defendants in the State of
7 California and who were classified by Defendants as independent contractors within the last four
8 years (the “Represented Employees”).

9 2. Plaintiff alleges that he and the Represented Employees were subjected to
10 violations of the California Labor Code stemming from Defendants’ willful misclassification,
11 failure to pay all wages owed, including minimum, regular, and overtime wages, failure to
12 provide meal periods, failure to provide rest breaks, failure to reimburse business expenses,
13 failure to timely pay wages each period and upon separation of employment, and failure to
14 provide accurate itemized wage statements.

15 3. Plaintiff was employed by Defendants from approximately December 2022
16 through June 2024 as a mechanic.

17 4. Plaintiff alleges on information and belief that the Represented Employees were
18 subjected to the same policies, working conditions, and corresponding wage and hour violations
19 to which Plaintiff was subjected during employment.

20 5. At all relevant times, Plaintiff and the Represented Employees performed various
21 duties for Defendants as employee mechanics. However, Defendants have maintained policies
22 and practices based on or including the willful misclassification of Plaintiff and the Represented
23 Employees as independent contractors despite that, under applicable standards of law, Plaintiff
24 and all Represented Employees are, or were during their employment with Defendants,
25 employees, and not independent contractors.

26 6. Under Labor Code § 2775, the Represented Employees are/were employees of
27 Defendants, not independent contractors, and Defendants cannot meet their burden of proving
28 otherwise because:

1 A. The Represented Employees are/were subject to the control and direction
2 of Defendants in connection with the performance of their work, under contract and in fact. And
3 this is especially true where Defendants retained the right to terminate the Represented
4 Employees services without cause. Well established authority confirms that Defendants’ right to
5 discharge without cause is “[p]erhaps the strongest evidence of the right to control” because the
6 “power of the principal to terminate the services of the agent [without cause] gives him the
7 means of controlling the agent’s activities.” *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59
8 Cal.4th 522, 531; *Linton v. DeSoto Cab Co., Inc.* (2017) 15 Cal.App.5th 1208, 1222 (“the right
9 to terminate the employment at will” constitutes “ultimate control”),

10 B. The Represented Employees performed work that was the core business of
11 the company (*e.g.*, vehicle repairs, etc.), and therefore the tasks were not outside the usual course
12 of Defendants’ business, and

13 C. The Represented Employees were not customarily engaged in an
14 independently established trade, occupation, or business of the same nature as the work
15 performed by Defendants.

16 7. Also, Plaintiff and the Represented Employees were subject to the direction and
17 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
18 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
19 working conditions of Plaintiff and the Represented Employees. At all relevant times, the daily
20 schedule for Plaintiff and the Represented Employees was controlled solely by Defendants, and
21 Defendants told them the exact time and location for all required work. Furthermore, through the
22 performance of their job duties, Plaintiff and the Represented Employees performed an integral
23 and entirely essential aspect of Defendants’ business. In fact, Plaintiff and the Represented
24 Employees were tasked to perform the one and only service that Defendants provided: mechanic
25 work and vehicle repairs. In this role, Plaintiff and the Represented Employees repaired trucks
26 owned by Defendants that were plastered with Defendants’ logo(s) and information and operated
27 under Defendants’ Department of Transportation authority and insurance. Additionally, Plaintiff
28 and the Represented Employees were also prohibited from performing similar services for other

1 companies and, thus, were not engaged in an independently established trade, occupation or
2 business of the same nature as the work performed by Defendants. And, perhaps most
3 importantly, Defendants retained the right to terminate Plaintiff and the Represented Employees'
4 working relationship without cause and at its discretion.

5 8. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
6 Represented Employees as independent contractors rather than as employees, leading to
7 violations of the California Labor Code and IWC Wage Orders discussed below.

8 9. In addition to the misclassification claims, Plaintiff and the Represented
9 Employees were subjected to a multitude of Labor Code violations.

10 10. For example, Plaintiff and the Represented Employees were not provided all
11 minimum, regular, and overtime wages due to Defendants' failure to accurately record and
12 compensate for all hours worked, which led to frequent and reoccurring unpaid compensable
13 time. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law "do[es] not allow
14 employers to require employees to routinely work for minutes off the clock without
15 compensation"); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when
16 employee is under company's control and where the tasks served the employer's interests).

17 11. Additionally, Plaintiff and the Class often worked more than 8 hours per day
18 and/or 40 hours per week yet did not receive all required overtime compensation on such
19 occasions.

20 12. Moreover, Defendants engaged in the practice of paying Plaintiff and the
21 Represented Employees on a salary basis despite that the Represented Employees did not meet
22 any of the applicable exemptions to qualify as "salary exempt." As a result, Defendants: (1)
23 failed to record hours worked for these individuals, (2) failed to pay proper wages under this
24 salary pay policy (e.g., the Represented Employees did not receive any additional minimum,
25 regular, or overtime compensation for work performed beyond 8 hours in a day), (3) failed to
26 provide compliant meal periods and rest breaks to these individuals, and (4) failed to record or
27 keep accurate information regarding when Represented Employees took their meal periods, in
28 violation of the applicable IWC Wage Order § 7(A)(3).

1 13. Plaintiff and the Represented Employees were also denied 30-minute off-duty
2 meal periods, as mandated by California law. As a result of Defendants' policies and practices,
3 the Represented Employees were subjected to meal period violations when they were: (1) unable
4 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the
5 control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal
6 period after the 5th hour of work, and (5) not provided mandated second meal periods for shifts
7 in excess of 10 hours.

8 14. Defendants also failed to provide Plaintiff and the Represented Employees with
9 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as
10 mandated by California law. Defendants did not schedule rest breaks for Plaintiff and the
11 Represented Employees and the Represented Employees were often not authorized and/or
12 permitted to take mandated rest breaks due to being overwhelmed by their hectic workload.
13 Furthermore, on occasions when Plaintiff and the Represented Employees worked longer shifts,
14 Defendants failed to authorize and/or permit additional mandated rest breaks.

15 15. Moreover, at all relevant times, Defendants required Plaintiff and the Represented
16 Employees to incur necessary business-related expenses and costs without reimbursement,
17 including, but not limited to, cellular phone expenses and expenses to purchase, provide, and
18 maintain tools and equipment to perform their tasks for Defendants.

19 16. Plaintiff further alleges that he and the Represented Employees were not paid all
20 wages due and owing each pay period (Labor Code § 204) and upon separation of employment
21 within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants
22 engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Represented
23 Employees at the time their employment ended with Defendants, including, but not limited to
24 minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

25 17. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
26 statements that fully complied with the requirements of Labor Code § 226(a).

27 18. Plaintiff alleges that Defendants' violations of the wage and hour components of
28 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their

level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its competitors.

19. At all material times, Defendants and DOES 1 through 20 were and/or are the Represented Employees' employers or persons acting on behalf of the Represented Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under California law.

20. Plaintiff brings this lawsuit seeking declaratory, equitable, and monetary relief against Defendants and each of them, on behalf of himself and the Represented Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

II. JURISDICTION

21. This Court has jurisdiction over the claims for relief of Plaintiff and the Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

III. VENUE

22. Venue as to each Defendant is proper in this Court pursuant to Code of Civil Procedure § 395(a). Defendants transact business in Riverside County, the unlawful acts alleged herein have a direct effect on Plaintiff and the Represented Employees in Riverside County, and Defendants employs/employed Represented Employees in Riverside County.

IV. PARTIES

Plaintiff

23. Plaintiff and Class Representative Gursewak Singh was employed by Defendants from approximately December 2022 through June 2024.

///

1 **Defendants**

2 24. Plaintiff alleges that Defendant Royal Truck & Trailer Repair is a California
3 corporation authorized to and doing business in Riverside County and is or was the legal
4 employer of Plaintiff and the Represented Employees during the applicable periods.

5 25. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
6 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
7 inclusive, but on information and belief alleges that those Defendants are legally responsible for
8 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
9 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
10 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
11 Defendants when ascertained.

12 26. Plaintiff is informed and believes and thereon alleges that he and the Represented
13 Employees worked under the joint direction and control of Defendants and that Defendants, and
14 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
15 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
16 each Defendant are legally attributable to the other Defendants. On information and belief, a
17 unity of interest and ownership between each Defendant exists such that all Defendants acted as
18 a single employer of Plaintiff and other Represented Employees.

19 27. Furthermore, Plaintiff is informed and believes and thereon alleges that
20 Defendants, and each of them, are an integrated enterprise and should be treated as a single
21 employer because these entities share an interrelation of operations, with common human
22 resources and personnel policies and shared common offices and facilities. Additionally,
23 Defendants also have a shared website, common management, a centralized control of labor
24 operations, and common ownership or financial control.

25 28. Plaintiff is informed and believes and thereon alleges that, in conducting
26 themselves in the manner described herein, Defendants, and each of them, were acting in active
27 concert with one another such that the acts of each were and are fully attributable to the others in
28 all material respects. Plaintiff is further informed and believes that at all relevant times

1 Defendants and each of them are now, and at all material times herein mentioned were, the
2 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
3 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
4 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
5 their remaining co-Defendants.

6 29. Plaintiff is further informed and believes that at all relevant times, Defendants
7 have been inadequately capitalized to conduct business, have failed to follow appropriate
8 corporate formalities, and have simply been a shell and instrumentality through which
9 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
10 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
11 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
12 separate existence of these corporate entities would permit abuse of the corporate privilege,
13 thereby sanctioning fraud and promoting injustice.

14 **V. CLASS ACTION ALLEGATIONS**

15 30. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
16 as if fully alleged herein.

17 31. Plaintiff brings this action on behalf of himself and all others similarly situated as
18 a class action, pursuant to Code of Civil Procedure § 382.

19 32. The relevant time period for this class action is defined as the period beginning
20 four years prior to the filing of this action until class certification (the “Relevant Time Period”).

21 33. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
22 represent is defined as follows:

23 All current and former mechanics who performed services
24 for Defendants in the State of California and who were
25 classified by Defendants as independent contractors at any
26 time during the Relevant Time Period.

27 34. Plaintiff reserves the right to amend or modify the class description with greater
28 specificity or further division into subclasses or limitation to particular issues as appropriate.

1 35. Plaintiff, as Class Representative, is a member of the class and subclasses that he
2 seeks to represent.

3 36. This action has been brought and may properly be maintained as a class action
4 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
5 litigation and the proposed class is easily ascertainable from Defendants' records.

6 37. **Numerosity:** The potential members of the Class as defined are so numerous that
7 a joinder of all Represented Employees is impracticable. Although the exact number is currently
8 unknown to Plaintiff, this information is easily ascertainable from Defendants' records.

9 38. **Commonality:** There are questions of law and fact common to the class which
10 predominate over any questions affecting only individual members of the class, including
11 without limitation:

12 i. Whether Defendants misclassified the Represented Employees as
13 independent contractors;

14 ii. Whether Defendants violated the California Labor Code and applicable
15 IWC Wage Order by failing to pay wages to Plaintiff and the Represented Employees for all
16 hours worked;

17 iii. Whether Defendants violated the California Labor Code and applicable
18 IWC Wage Order by failing to pay proper overtime wages to Plaintiff and the Represented
19 Employees for hours above 8 and/or 12 per day and/or 40 per week;

20 iv. Whether Defendants violated the California Labor Code and applicable
21 IWC Wage Order by failing to provide compliant meal periods to Plaintiff and t the Represented
22 Employees and whether Defendants failed to compensate Plaintiff and the Represented
23 Employees with one additional hour of wages at the regular rate of pay for each instance when a
24 compliant meal period was not provided;

25 v. Whether Defendants violated the California Labor Code and applicable
26 IWC Wage Order by failing to provide compliant rest breaks to Plaintiff and the Represented
27 Employees and whether Defendants failed to compensate Plaintiff and the Represented
28 Employees with one additional hour of wages at the regular rate of pay for each instance when a

1 paid rest break was not provided;

2 vi. Whether Defendants violated the California Labor Code and applicable
3 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business
4 expenses incurred while discharging their duties or in obedience to the directions of their
5 employer;

6 vii. Whether Defendants violated the California Labor Code by failing to
7 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
8 the Represented Employees, whether such separation was voluntary or involuntary;

9 viii. Whether Defendants violated the California Labor Code by failing to
10 provide Plaintiff and the Represented Employees with complete, accurate, itemized wage
11 statements;

12 ix. Whether Defendants violated California Business & Professions Code §§
13 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest
14 breaks, failure to provide mandated meal periods, failure to reimburse business expenses, and
15 failure to timely pay final wages; and

16 x. Whether Plaintiff and Represented Employees are entitled to equitable
17 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

18 39. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the
19 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'
20 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all
21 wages owed, failure to provide mandated meal periods and rest breaks, failure to reimburse
22 business expenses, failure to timely pay wages upon separation of employment, and failure to
23 provide accurate itemized wage statements.

24 40. **Adequacy of Representation.** Plaintiff, as Class Representative, will fairly and
25 adequately represent and protect the interests of the Class. Plaintiff's interests are not in conflict
26 with those of the Class. Class Representative's counsel are competent and experienced in
27 litigating employment class actions and other complex litigation matters similar to this case.
28

1 41. **Superiority of Class Action.** Class certification is appropriate because a class
2 action is superior to other available means for the fair and efficient adjudication of this
3 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
4 law and fact common to the Class predominate over any questions affecting only individual
5 members of the Class. Each Represented Employee has been damaged and is entitled to
6 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
7 treatment will allow those similarly situated persons to litigate their claims in the manner that is
8 most efficient and economical for the parties and the judicial system.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

12 *Plaintiff and the Represented Employees Against All Defendants*

13 42. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
14 as if fully alleged herein.

15 43. Plaintiff and the Represented Employees were not exempt from the requirement
16 to be paid at least the applicable California minimum wage (or the agreed-upon wage)
17 throughout the statutory period for each hour worked.

18 44. As noted herein, Plaintiff and the Represented Employees were not provided
19 proper minimum and regular wages due to Defendants' failure to accurately record and
20 compensate for all hours worked. As a result of this policy and practice, Plaintiff and the
21 Represented Employees were required to perform off-the-clock work that Defendants either
22 knew or should have known they were performing.

23 45. Consequently, Defendants violated California Labor Code laws and minimum
24 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order § 4, and Cal.
25 Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

26 46. Plaintiff is informed and believes and thereon alleges that Defendants
27 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
28 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

1 47. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
2 Represented Employees were entitled to be paid wages throughout the statutory period for each
3 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
4 them in accordance thereto.

5 48. At all material times, Defendants DOES 1 through 20 were and/or are the
6 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
7 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
8 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
9 Labor Code regulating hours and days of work respectively.

10 49. During employment of Plaintiff and the Represented Employees, Defendants
11 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

12 50. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
13 Employees have been damaged in amounts to be proven at trial.

14 51. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
15 all unpaid minimum wages, liquidated damages, penalties, interest, and attorneys' fees and costs,
16 under Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME WAGES**

19 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

20 *Plaintiff and the Represented Employees Against All Defendants*

21 52. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
22 as if fully alleged herein.

23 53. Plaintiff and the Represented Employees were employees of Defendants who did
24 not receive proper protections and benefits of the laws governing payment of overtime wages.

25 54. Labor Code § 204 requires that the employer timely pay all overtime wages to its
26 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
27 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
28 any one workweek shall be compensated at the rate of no less than one and one-half times the

1 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
2 in one workday shall be compensated at twice the regular rate of pay for an employee.

3 55. At all relevant times, Plaintiff and the Represented Employees were required by
4 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
5 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
6 and the Represented Employees proper overtime wages for all overtime hours worked.

7 56. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
8 Order § 3(A) every pay period with respect to Plaintiff and the Represented Employees because
9 Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per
10 week without proper overtime compensation.

11 57. Plaintiff is informed and believes and thereon alleges that Defendants
12 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
13 Represented Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

14 58. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
15 Represented Employees were entitled to be paid proper overtime wages throughout the statutory
16 period, yet Defendants chose not to pay them in accordance thereto.

17 59. At all material times, Defendants DOES 1 through 20 were and/or are the
18 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
19 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
20 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
21 Labor Code regulating hours and days of work respectively.

22 60. During the employment of Plaintiff and the Represented Employees, Defendants
23 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

24 61. As a result of Defendants' wrongful conduct, Plaintiff and the Represented
25 Employees have been damaged in amounts to be proven at trial.

26 62. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
27 all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against
28 Defendants in an amount to be proven at trial.

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1 70. On information and belief, Plaintiff and the Represented Employees did not
2 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
3 obtained from Plaintiff and the Represented Employees were not willfully obtained, were not
4 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
5 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Represented
6 Employees to take meal periods in accordance with California law.

7 71. At all relevant times herein, Defendants failed to provide Plaintiff and the
8 Represented Employees all mandated meal breaks and failed to pay wage premiums in lieu of
9 mandated meal breaks, thereby receiving an economic benefit.

10 72. By their failure to provide Plaintiff and the Represented Employees with meal
11 periods as required by California law and failing to pay one hour of additional wages in lieu of
12 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
13 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
14 the employee's regular rate of compensation for each work day that a meal period was not
15 lawfully provided in an amount to be proven at time of trial.

16 73. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
17 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiff and the
18 Represented Employees for unpaid wage premiums, penalties, costs, and interest.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

22 *Plaintiff and the Represented Employees Against All Defendants*

23 74. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
24 as if fully alleged herein.

25 75. Plaintiff and the Represented Employees are and/or were employees of
26 Defendants who did not receive proper protections and benefits of the laws governing mandatory
27 rest breaks.
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1 76. Labor Code § 226.7 requires employers, including Defendants, to provide rest
2 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

3 77. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
4 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
5 each work period. Employees shall receive a 10-minute rest period every four hours or major
6 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
7 hours worked, for which there shall be no deduction from wages.

8 78. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
9 Order, Defendants shall pay Plaintiff and the Represented Employees one additional hour of pay
10 at their regular rate of compensation for each day that the rest period is not provided.

11 79. At all relevant times, and as a result of the policies and practices described in this
12 Complaint, Plaintiff and the Represented Employees were denied mandated paid rest breaks.

13 80. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
14 Order every pay period because Plaintiff and the Represented Employees were not provided with
15 all mandatory rest periods and Defendants failed to pay Plaintiff and the Represented Employees
16 one additional hour of compensation in lieu thereof.

17 81. At all relevant times herein, Defendants failed to provide Plaintiff and the
18 Represented Employees all mandated rest breaks and failed to pay wage premiums in lieu of
19 mandated rest periods, thereby receiving an economic benefit.

20 82. By their failure to provide Plaintiff and the Represented Employees with rest
21 breaks as required by California law, and failing to pay one hour of additional wages in lieu of
22 each rest break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
23 IWC Wage Order § 12. Accordingly, Defendants are liable for one hour of additional wages at
24 the employee's regular rate of compensation for each workday that a paid rest break was not
25 lawfully provided in an amount to be proven at time of trial.

26 83. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
27 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and the
28 Represented Employees for unpaid wage premiums, penalties, costs, and interest.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 (Labor Code § 2802)

4 *Plaintiff and the Represented Employees Against All Defendants*

5 84. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 85. Plaintiff and the Represented Employees are and/or were employees of
8 Defendants who did not receive proper protections and benefits of the laws governing
9 reimbursement of business expenses.

10 86. Labor Code § 2802(a) requires that the employer indemnify its employees for
11 expenses and losses incurred while discharging their duties or in obedience to the directions of
12 their employer.

13 87. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
14 when they failed to reimburse Plaintiff and the Represented Employees for expenses incurred as
15 a direct consequence of employment with Defendants and/or under the direction of Defendants.

16 88. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
17 Order § 9(B), Plaintiff and the Represented Employees have suffered, and continue to suffer,
18 substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to
19 compel Defendants to fully perform their obligations under the law, all in an amount to be
20 proved at time of trial.

21 89. Pursuant to Labor Code § 2802, Plaintiff and the Represented Employees seek to
22 recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and
23 attorney's fees necessarily incurred in pursuing same. The exact amount of reimbursements,
24 interest, costs, and attorney's fees will be in an amount to be proved at the time of trial.

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1 98. Plaintiff alleges that, at all times material to this action, Defendants had a planned
2 pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages
3 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.
4 Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented
5 Employees the above-described waiting time penalty, all in an amount to be shown according to
6 proof at trial and within the jurisdiction of this Court.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 (Labor Code § 226)

10 *Plaintiff and the Represented Employees Against All Defendants*

11 99. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
12 as if fully alleged herein.

13 100. Plaintiff and the Represented Employees are and/or were employees of
14 Defendants who did not receive proper protections and benefits of the laws governing the
15 provision of accurate itemized wage statements.

16 101. Labor Code § 226(a) requires an employer to provide its employees with itemized
17 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
18 inclusive dates of the pay period, the employee's name and the last four digits of his or her
19 Social Security number (or employee identification number), the name and address of the legal
20 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee.

22 102. Defendants violates Labor Code § 226(a) every pay period with respect to
23 Plaintiff and the Represented Employees because Defendants failed to provide a document that
24 could constitute a wage statement within the meaning of Labor Code § 226.

25 103. Further, Defendants violate Labor Code § 226(a) every pay period with respect to
26 Plaintiff and the Represented Employees due to violations including: failure to accurately state
27 total hours worked (for example, the wage statements failed to accurately state total hours
28 worked and/or reflect the correct compensable hours); failure to accurately state gross wages

1 earned, all deductions, and net wages earned (due to, for example, the failure to pay all required
2 minimum and overtime wages); failure to state the applicable hourly rates (including the accurate
3 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately
4 state the name and address of the legal entity of the employer; and failure to accurately state the
5 corresponding number of hours worked at each hourly rate. The California Supreme Court
6 recently confirmed that these “derivative” violations violate Labor Code § 226. *See Naranjo v.*
7 *Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 119 (approving of “derivative” wage
8 statement claims based on failure to pay all wages owed and holding that: (1) § 226 requires
9 employers to accurately report “all amounts earned and now owing, not just those amounts
10 actually paid,” and (2) a “[wage] statement that conceals the amounts earned [including premium
11 pay for missed breaks], on the ground that they also were not paid, is not an accurate [wage]
12 statement, and it does not comply with [§ 226]”).

13 104. Moreover, Defendants’ wage statements directly violated Labor Code § 226(a)
14 each period due to the failure to pay and report premium wages for denied meal periods and rest
15 breaks under § 226.7.

16 105. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
17 to Plaintiff and the Represented Employees because Defendants failed to provide a wage
18 statement to Plaintiff and the Represented Employees that complied with the requirements of
19 Labor Code § 226(a).

20 106. Defendants’ failure to provide the required writing deprived Plaintiff and the
21 Represented Employees of the ability to know, understand, and question the rate of pay and
22 hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the Represented
23 Employees had no way to dispute the resulting miscalculation of wages, all of which resulted in
24 an unjustified economic enrichment to said Defendants. As a direct result, Plaintiff and the
25 Represented Employees have suffered and continue to suffer, substantial losses related to the use
26 and enjoyment of such wages, lost interest on such wages and expenses and attorney’s fees in
27 seeking to compel Defendants to fully perform its obligation under state law, all to their
28 respective damages in amounts according to proof at trial.

1 107. As a result of Defendants' knowing and intentional failure to comply with Labor
2 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was
3 prevented from knowing, understanding and disputing the wage payments paid to them.
4 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the
5 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the
6 Represented Employees being denied all necessary deductions, payments, and withholdings
7 owed by the employer, including, but not limited to, the failure to make all necessary
8 contributions for unemployment benefits, social security benefits, proper payment of taxes and
9 withholdings, and other mandated state and federal benefits.

10 108. Plaintiff has also been injured as a result of having to bring this action to attempt
11 to obtain correct wage information following Defendants' refusal to comply with many of the
12 mandates of California's Labor Code and related laws and regulations.

13 109. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
14 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
15 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
16 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by
17 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable
18 penalty is all in an amount to be shown according to proof at trial.

19 **EIGHTH CAUSE OF ACTION**

20 **UNFAIR AND UNLAWFUL COMPETITION**

21 (Business and Professions Code § 17200, *et seq.*)

22 *Plaintiff and the Represented Employees Against All Defendants*

23 110. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
24 as if fully alleged herein.

25 111. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
26 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
27 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
28 due to the unfair and unlawful business practices of Defendants as alleged herein.

1 112. Defendants, and each of them, are “persons” as defined under Business &
2 Professions Code § 17021.

3 113. As alleged herein, Defendants engaged in conduct that violated California’s wage
4 and hour laws, including failure to pay minimum, regular, and overtime wages, failure to provide
5 mandated meal periods and rest breaks, failure to reimburse business expenses, and failure to
6 timely pay wages upon separation of employment, all to decrease their costs and increase profits.

7 114. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
8 Employees wages and monies and other financial obligations to which they were entitled.

9 115. As a result of Defendants’ failure to comply with the Labor Code and IWC
10 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
11 an amount to be shown according to proof at trial. Defendants’ ongoing violations of the
12 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

13 116. Defendants’ violations of the California Labor Code and IWC Wage Orders and
14 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
15 practices because it was done in a systematic manner over a period of time to the detriment of the
16 Plaintiff and all others similarly-situated.

17 117. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
19 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code
20 of Civil Procedure § 1021.5.

21 118. A violation of California Business & Professions Code § 17200, *et seq.* may be
22 predicated on the violation of any state or federal law. All of the acts described herein as
23 violations of, among other things, the California Labor Code and IWC Wage Orders, are
24 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
25 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
26 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

27 119. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
28 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a

1 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
2 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
3 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
4 harm unless Defendants, and each of them, are restrained from continuing to engage in said
5 unfair, unlawful and/or fraudulent business practices.

6 120. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
7 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
8 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
9 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
10 Represented Employees are not obligated to establish individual knowledge of the unfair
11 practices of Defendants in order to recover restitution.

12 121. Plaintiff, individually, and on behalf of the Represented Employees, is further
13 entitled to and do seek a declaration that the above described business practices are unfair,
14 unlawful and/or fraudulent.

15 122. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
16 Represented Employees are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; an
18 order requiring Defendants to pay all outstanding wages due to Plaintiff and Represented
19 Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
20 and other applicable laws; and an award of costs.

21 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code §§ 2698 – 2699.5)**

22 123. Plaintiff is an "aggrieved employees" under the PAGA as he was employed by
23 Defendants during the applicable statutory period and suffered one or more of the Labor Code
24 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
25 action filed on behalf of himself and all other similarly situated current and former aggrieved
26 employees in California against whom one or more of the alleged violations was committed
27 (hereinafter the "Aggrieved Employees").
28

124. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor do he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

125. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have elapsed since the date Plaintiff provided the written notice of the claims alleged herein without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully satisfied the administrative prerequisites to suit under the PAGA.

NINTH CAUSE OF ACTION

PAGA ASSESSMENT FOR WILLFUL MISCLASSIFICATION

(Labor Code § 226.8)

Plaintiff and the Aggrieved Employees against All Defendants

126. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

127. At all relevant times, Plaintiff and the Aggrieved Employees performed various duties for Defendants as employees. However, as alleged herein, Defendants have maintained policies and practices based on or including the willful misclassification of Plaintiff and the Aggrieved Employees as independent contractors despite that, under applicable standards of law, Plaintiff and all Aggrieved Employees are, or were during their employment with Defendants, employees, and not independent contractors.

128. Under Labor Code § 2775, the Aggrieved Employees are/were employees of Defendants, not independent contractors, and Defendants cannot meet their burden of proving otherwise because:

1 A. The Aggrieved Employees are/were subject to the control and direction of
2 Defendants in connection with the performance of their work, under contract and in fact. And
3 this is especially true where Defendants retained the right to terminate the Aggrieved Employees
4 services without cause. Well established authority confirms that Defendants’ right to discharge
5 without cause is “[p]erhaps the strongest evidence of the right to control” because the “power of
6 the principal to terminate the services of the agent [without cause] gives him the means of
7 controlling the agent’s activities.” *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal.4th
8 522, 531; *Linton v. DeSoto Cab Co., Inc.* (2017) 15 Cal.App.5th 1208, 1222 (“the right to
9 terminate the employment at will” constitutes “ultimate control”),

10 B. The Aggrieved Employees performed work that was the core business of
11 the company (*e.g.*, vehicle repairs, etc.), and therefore the tasks were not outside the usual course
12 of Defendants’ business, and

13 C. The Aggrieved Employees were not customarily engaged in an
14 independently established trade, occupation, or business of the same nature as the work
15 performed by Defendants.

16 129. Also, Plaintiff and the Aggrieved Employees were subject to the direction and
17 control of Defendants in regard to work assignments, scheduling requirements, and days of work.
18 Furthermore, Defendants directly and indirectly exercised control over the wages, hours, and
19 working conditions of Plaintiff and the Aggrieved Employees. At all relevant times, the daily
20 schedule for Plaintiff and the Aggrieved Employees was controlled solely by Defendants, and
21 Defendants told them the exact time and location for all required work. Furthermore, through the
22 performance of their job duties, Plaintiff and the Aggrieved Employees performed an integral
23 and entirely essential aspect of Defendants’ business. In fact, Plaintiff and the Aggrieved
24 Employees were tasked to perform the one and only service that Defendants provided: mechanic
25 work and vehicle repairs. In this role, Plaintiff and the Aggrieved Employees repaired trucks
26 owned by Defendants that were plastered with Defendants’ logo(s) and information and operated
27 under Defendants’ Department of Transportation authority and insurance. Additionally, Plaintiff
28 and the Aggrieved Employees were also prohibited from performing similar services for other

1 companies and, thus, were not engaged in an independently established trade, occupation or
2 business of the same nature as the work performed by Defendants. And, perhaps most
3 importantly, Defendants retained the right to terminate Plaintiff and the Aggrieved Employees’
4 working relationship without cause and at its discretion.

5 130. Despite the facts discussed herein, Defendants misclassified Plaintiff and the
6 Aggrieved Employees as independent contractors rather than as employees.

7 131. Labor Code § 226.8(a) states “It is unlawful for any person or employer to engage
8 in any of the following activities: (1) Willful misclassification of an individual as an independent
9 contractor.”

10 132. Labor Code § 226.8(b) states that if “a person or employer has engaged in any of
11 the enumerated violations of subdivision (a), the person or employer shall be subject to a civil
12 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
13 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

14 133. Labor Code § 226.8(c) further states that if “a person or employer has engaged in
15 any of the enumerated violations of subdivision (a) and the person or employer has engaged in or
16 is engaging in a pattern or practice of these violations, the person or employer shall be subject to
17 a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five
18 thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines
19 permitted by law.

20 134. At all relevant times herein, Defendants engaged in a pattern and practice of
21 willfully and knowingly misclassifying Plaintiff and the Aggrieved Employees as independent
22 contractors. Therefore, Plaintiff and the Aggrieved Employees are entitled to the stepped-up
23 penalties as set forth in Labor Code § 226.8(c).

24 135. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
25 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
26 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 143. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 144. Plaintiff and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 145. Labor Code § 204 requires that the employer timely pay all overtime wages to its
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
12 any one workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
14 in one workday shall be compensated at twice the regular rate of pay for an employee.

15 146. At all relevant times, Plaintiff and the Aggrieved Employees were required by
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, due to
17 Defendants' practices described herein, Defendants failed to pay Plaintiff and the Aggrieved
18 Employees for all overtime hours worked at the proper rate of pay.

19 147. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
20 Order § 3(A) every pay period with respect to Plaintiff and the Aggrieved Employees because
21 Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per
22 week without proper overtime compensation.

23 148. Plaintiff is informed and believes and thereon alleges that Defendants
24 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
25 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

26 149. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
28 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

3 (Labor Code § 226.7 and 512; IWC Wage Order § 11, 12)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 150. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 151. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing meal periods.

9 152. Labor Code § 226.7 requires employers, including Defendants, to provide
10 employees with meal periods as mandated by the Industrial Welfare Commission.

11 153. Labor Code § 512(a), in part, provides that employers, including Defendants, may
12 not employ an employee for a work period of more than five hours per day without providing an
13 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
14 except that if the total work period per day of the employee is no more than six hours, the meal
15 period may be waived by mutual consent of both the employer and the employee. Employers
16 may not employ an employee for a work period more than 10 hours per day without providing
17 the employee with a second meal period of not less than 30 minutes.

18 154. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
19 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
20 pay for each meal period that is missed.

21 155. At all relevant times herein, Plaintiff and the Aggrieved Employees were denied
22 the 30-minute meal periods to which they were entitled due to Defendants' policies and practices
23 discussed herein.

24 156. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
25 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
26 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
27 one additional hour of compensation at the regular rate of pay in lieu thereof.
28

1 157. On information and belief, Plaintiff and the Aggrieved Employees did not
2 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
3 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not
4 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
5 unlawful adherence. Defendants did not permit or authorize Plaintiff and the Aggrieved
6 Employees to take meal periods in accordance with California law.

7 158. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
8 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
9 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

10 **THIRTEENTH CAUSE OF ACTION**

11 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

12 (Labor Code § 226.7 and 512; IWC Wage Order § 12)

13 *Plaintiff and the Aggrieved Employees against All Defendants*

14 159. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
15 as if fully alleged herein.

16 160. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
17 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

18 161. Labor Code § 226.7 requires employers, including Defendants, to provide rest
19 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

20 162. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
21 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
22 each work period. Employees shall receive a 10-minute rest period every four hours or major
23 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
24 hours worked, for which there shall be no deduction from wages.

25 163. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
26 Order, Defendants shall pay Plaintiff and the Represented Employees one additional hour of pay
27 at his regular rate of compensation for each day that the rest period is not provided.

1 164. At all relevant times, and due to the policies and practices described herein,
2 Defendants failed to provide Plaintiff and the Aggrieved Employees with 10 minutes of net rest
3 break time for every 4 hours worked, or major fraction thereof, as mandated by California law.

4 165. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
5 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
6 all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
7 one additional hour of compensation in lieu thereof.

8 166. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
9 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
10 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

11 **FOURTEENTH CAUSE OF ACTION**

12 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 (Labor Code § 2802)

14 *Plaintiff and the Aggrieved Employees against All Defendants*

15 167. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
16 as if fully alleged herein.

17 168. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
18 who did not receive proper protections and benefits of the laws governing reimbursement of
19 business expenses.

20 169. Labor Code § 2802(a) requires that the employer indemnify its employees for
21 expenses incurred while discharging their duties or in obedience to directions of their employer.

22 170. At all relevant times herein mentioned, as a condition of employment, Defendants
23 required Plaintiff and the Aggrieved Employees to incur substantial business-related expenses
24 and costs without reimbursement. Thus, Defendants violated Labor Code § 2802(a) when they
25 failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct
26 consequence of their employment with Defendant and/or under the direction of Defendants.

27 171. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
28 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,

1 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

2 **FIFTEENTH CAUSE OF ACTION**

3 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

4 (Labor Code § 204)

5 *Plaintiff and the Aggrieved Employees against All Defendants*

6 172. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 173. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws regarding the timing of payment
10 of wages each period.

11 174. Labor Code § 204(a) states that all wages earned by a person are due and payable
12 twice during each calendar month, and further states that wages earned during the first through
13 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
14 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
15 the following month.

16 175. Furthermore, Labor Code § 204(d) states "[t]he requirements of this section shall
17 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven calendar days following the close of the payroll period."

19 176. At all relevant times herein, Defendants did not provide Plaintiff and the
20 Aggrieved Employees with all wages due and owing each period within the time required by
21 Labor Code § 204. Moreover, Defendants did not provide Plaintiff and the Aggrieved
22 Employees with all wages due and owing each pay period, including, but not limited to,
23 minimum, regular, and overtime wages, as well as meal and rest period premiums and sick time
24 at the proper rate, within the time specified by Labor Code § 204.

25 177. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
26 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
27 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **SIXTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 178. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 179. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the timing and
9 payment of final wages.

10 180. Labor Code § 201 requires that the employer immediately pay any wages, without
11 abatement or reduction, to any employee who is discharged.

12 181. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
13 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
14 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

15 182. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
16 penalty from the due date thereof at the same rate until paid or until an action therefore is
17 commenced, but the wages shall not continue for more than thirty (30) days.

18 183. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
19 Employees with all wages due and owing upon separation of employment, including, but not
20 limited to, minimum, regular, and overtime wages, sick pay at the proper rates, and meal and rest
21 period premiums, within the time specified by Labor Code §§ 201 – 203.

22 184. Plaintiff alleges that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
24 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

25 185. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
26 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
27 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Plaintiff and the Aggrieved Employees against All Defendants*

6 186. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 187. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

11 188. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 189. Defendants violates Labor Code § 226(a) every pay period with respect to
18 Plaintiff and the Aggrieved Employees because Defendants failed to provide a document that
19 could constitute a wage statement within the meaning of Labor Code § 226.

20 190. Furthermore, Defendants violate Labor Code § 226(a) every pay period with
21 respect to the Aggrieved Employees due to violations including: failure to accurately state gross
22 wages earned, total hours worked, all deductions, net wages earned, the name and address of the
23 legal entity that is the employer, the inclusive dates of the pay period, and all applicable hourly
24 rates in effect during the pay period and the corresponding number of hours at each hourly rate
25 by the employee.

26 191. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
28 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others
3 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
4 follows:

5 1. As to the Ninth through Seventeenth Causes of Action, the assessment of all
6 applicable and available remedies under PAGA;

7 2. For reasonable attorneys' fees and costs as permitted under PAGA;

8 3. That the First through Eighth Causes of Action be certified as a class action;

9 4. That Plaintiff be appointed as Class Representative;

10 5. That counsel for Plaintiff be appointed Class Counsel;

11 6. For all applicable statutory penalties recoverable under the First through Eighth
12 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
13 Orders of the Industrial Welfare Commission;

14 7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
15 law, including those pursuant to the Labor Code;

16 8. For restitution as provided by the Labor Code and Business and Professions Code
17 § 17200, *et seq.*;

18 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
19 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174,
20 1174.5, 1194, 1197, 1198, 1199, and 2802, among other sections inadvertently omitted;

21 10. For an award of damages in the amount of unpaid compensation including, but
22 not limited to, unpaid wages, benefits, and penalties, including interest thereon;

23 11. For pre- and post-judgment interest; and

24 12. For such other relief as the Court deems just and proper.

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2 **DEMAND FOR JURY TRIAL**

3 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby
4 demands a jury trial as to the First through Eighth Causes of Action pled herein.

5 Dated: December 10, 2024

LAUBY, MANKIN & LAUBY LLP

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7 BY: 
8 Peter J. Carlson, Esq.
9 Attorneys for Plaintiff
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